

MAINE SHORT FORM WARRANTY DEED

We, **RICHARD PORTER** and **CONSTANCE R. PORTER**, both of Georgetown, in the County of Sagadahoc and State of Maine, for consideration paid, grant to **BRUCE L. POLIQUIN**, of Cumberland Foreside, in the County of Cumberland and State of Maine, with **WARRANTY COVENANTS**, the land and buildings situated in Georgetown, in the County of Sagadahoc and State of Maine and being bounded and described as follows:

Commencing at an iron pipe set in concrete on the westernmost corner of land now owned by the Nature Conservancy of the Pine Tree State, Inc. (hereinafter "the Nature Conservancy"), thence S 83° 2' 30" E, and passing through a bolt in a ledge for a distance of 672.12 feet, more or less, to the ocean, thence in a southerly direction along the ocean and around Dry Point, so-called, and turning northerly along the ocean for a total distance of approximately 2975 feet, more or less, to the point of beginning, and including any shore and flats to low water mark, meaning and intending to convey 12.3 acres, more or less, being the tip of a peninsula bordered by Sheepscot Bay and Harmon's Harbor, so-called.

Also conveying to the Grantee, his heirs and assigns a right of way from the Town Road for ingress and egress over the existing road at its current width as well as the right to maintain existing utility lines located on the contiguous property owned by the Nature Conservancy. Grantee, his heirs and assigns hereby agrees and assumes the responsibility for the plowing, maintenance, preservation, upkeep and repair of said existing roadway and right of way herein granted. Although the Nature Conservancy, its successors and assigns shall have no duty to maintain said existing roadway and right of way, it shall have the right to reasonably do so and obtain reimbursement of any reasonable costs associated therewith from the Grantee, and his heirs and assigns.

Also conveying to the Grantee, his heirs and assigns, a right to extract water for residential use from the existing well on the Nature Conservancy's contiguous property, and, in the event the water from said well for any reason becomes unusable, the right to drill a well on the Nature Conservancy's contiguous property at a location to be mutually agreed upon in writing.

It is further understood and agreed that by granting, as above-described, the use of the existing road located on the Nature Conservancy's contiguous property and by granting, as above-described, the use of water located on the Nature Conservancy's contiguous property, the Nature Conservancy, its successors and assigns, neither assumes nor intends to assume any responsibility for injuries or damages to the Grantee, his heirs and assigns or to the guests, invitees, and agents of the Grantee, his heirs and assigns, which may, henceforth or in the future, be incurred as a result of or in relation to said uses; and to the extent such responsibility may be assumed by operation of Maine law, the Grantee, his heirs and assigns, hereby agrees to indemnify and hold harmless the Nature Conservancy, its successors and assigns, for any such injuries or damages and, further, to pay all reasonable attorney's fees that the latter may incur in relation thereto.

Reserving, however, to the Nature Conservancy, its successors and assigns, a right of way by foot along the northerly sideline of the property herein conveyed, alongside land now or formerly of Bruk, thence down to the rocks and along the westerly shore between the low and high water mark of this conveyance to Wood Island, so-called, meaning and intending to reserve a foot trail and way for walking into and out of the Nature

TRANSFER TAX PAID

Conservancy's Wood Island Property, together with the right to clear trees from said trail and way if they should fall and create an obstruction, and to maintain said foot right of way.

Further, this conveyance is also subject to the following covenants, which shall run with the land and bind the Grantee, his heirs and assigns, and upon breach of which the Nature Conservancy shall have all the rights available at law and in equity to compel enforcement:

- (a) Up to three thousand (3,000) square feet of additions may be made to the main house, so long as the architectural integrity of the main house is maintained and the height of the new roof line does not exceed the height of the existing roof line,
- (b) The main house, garage, pump house, and workshop may be demolished, replaced and relocated on the property, for the same use or other use permitted hereunder, provided: the aggregate square footage of all new and existing structures on the property shall be the same as or less than the aggregate square footage of the original structures plus 3,000 square feet; the aggregate footprint of all new and existing structures on the property shall be the same as or less than the aggregate footprint of the original structures plus 3,000 square feet; the height of any new structure shall not exceed the height of the existing main house; the location of any new structure shall be at least 75 feet from mean high tide, except that the pump house may be rebuilt in its current location for its current use as a pump house; the location of any new structure shall be subject to the Nature Conservancy's prior written approval, which approval shall not be unreasonably withheld; and no more than four structures shall be permitted on the property;
- (c) A septic system may be constructed on the property;
- (d) No structures shall be constructed on the property except as aforesaid in parts (a) and (b) and (c) above;
- (e) The property shall never be used for anything other than one single family residence and accessory home office uses;
- (f) Trees may be thinned only for purposes of view, and the environment shall be completely protected at all times from the excessive cutting of trees;
- (g) The property shall not be subdivided.

FOR SOURCE OF TITLE reference may be had to a certain instrument from the Nature Conservancy of the Pine Tree State, Inc. to Richard Porter and Constance R. Porter dated May 29, 1985 and recorded in the Sagadahoc County Registry of Deeds in Book 704 Page 147 as well as to a confirmatory deed from the Nature Conservancy of the Pine Tree State, Inc. to Richard Porter and Constance R. Porter dated July 16, 2001 and to be recorded herewith in the Sagadahoc Registry of Deeds.

IN WITNESS WHEREOF, we the said **RICHARD PORTER** and **CONSTANCE R. PORTER**, husband and wife, each releasing all interest in the

premises being conveyed, have hereunto set our hands and seals this twenty-fifth day of July in the year of our Lord two thousand one.

SIGNED, SEALED AND DELIVERED

in the presence of

John W. Voortees

Witness

Richard Porter

Richard Porter

To Goth

Witness

Constance R. Porter

Constance R. Porter

STATE OF MAINE
SAGADAHOC, ss.

July 25, 2001

Personally appeared the above named **RICHARD PORTER** and **CONSTANCE R. PORTER** and acknowledged the foregoing instrument to be their free act and deed.

Before me,

John W. Voortees

John W. Voortees

Typed or Printed Name of Notary Public

My commission expires: 8/18/05

